

TH JANUARY, 2020

INVESTMENT AGREEMENT

Between

**54 RIVONIA ROAD, SANDTON,
JOHANNESBURG-SOUTH AFRICA.**

AND

DATE: __TH March, 2020

INVESTOR

INVESTEE

TH JANUARY, 2020

DATE OF APPROVAL: ___TH March, 2020
AGREEMENT №: FL-19/US-AS/70007733-67
TRANSACTION CODE: FSULINVFD201910

This agreement on investment and financial cooperation is entered into force on the ___th Day of March, 2020, by and between the following parties:

NAME: KIRSTEN NEMATANDANI
ADDRESS: 54 RIVONIA ROAD, SANDTON, JOHANNESBURG 2001 S.A
REPRESENTED BY: PHILLIPS GANDY
DESIGNATION: ATTORNEY
PASSPORT NO: A02134377
EMAIL: gandyphillips@gmail.com
(Hereinafter referred to as the "Investor" or "Party A"),

AND

COMPANY NAME: _____
ADDRESS: _____
REPRESENTED BY: _____
DESIGNATION: _____
PASSPORT NO: _____
EMAIL: _____
(Hereinafter referred to as the "Investee" or "Party B"),

On the other hand, both together and individually hereinafter referred to as the "Parties", conclude an agreement of such content, hereinafter referred to as the "Agreement":

RECITALS

WHEREAS Party A is a Financial Investor, who would like to make a direct investment to Party B for the amount of \$ ___,000,000.00 (_____ Million US Dollars Only) hereinafter referred as Investment Fund, and whereas, the Party B is a limited liability company headquartered in _____ which has diversified businesses activities mainly in _____

WHEREAS the Party B is willing to accept the investment capital and the Party A is prepared to co-operate with the Party B in that respect.

Whereas each Party hereto declares that it is legally empowered, fully authorized to execute and accept this agreement, as well as agrees to be bound by its terms and conditions under the penalty and other consequences.

Whereas Investor (Party A) through its fiduciary bank, where the final agreements will be lodged in and assigned to, confirms and warrants that it has the financial capacity of funds to transact under this Agreement.

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Whereas Investor (Party A) confirms and warrants that all funds to transact under this Agreement are from ledged & legal sources and were not, are not and will not be used in any sort of money laundry nor terrorism financing nor obtained from any other illegal purposes nor linked to any of a blacklisted person/organization.

Whereas Investee (Party B) confirms and warrants that all funds to be received under this Agreement will be used in ledged & legal businesses and will not be used in any sort of money laundry nor terrorism financing nor used in any other illegal purposes.

Whereas, according to local regulations, Party B will provide Party A the payment schedule of the Investment Amount either in one bulk or to be fulfilled in batches and Party A agrees to follow the payment schedule in timely manner.

Whereas the Parties hereto with full corporate responsibility, under the penalty of perjury, declare that they will upon the execution of this Agreement complete the transaction contemplated herein, except on circumstances of force majeure and government sanctions, if such appear. The parties hereto shall not be liable for any failure to perform under the "force majeure" provisions of applicable law.

The RECITALS set forth above constitute an integral part of this Agreement at all time and considered as a fundamental condition to execute it.

THEREFORE, in consideration of the foregoing facts, terms, conditions and mutual representations and covenants hereinafter set forth, the Parties hereto agree as follows:

1. SUBJECT OF AGREEMENT:

1.1. In accordance with the provisions of this Agreement and general principles and regulations of the management of the financial resources the "Investor" (Party A) transfers, and the "Investee" (Party B) receives & undertakes to manage Investor's fund by this Agreement. The Investor's financial resources made available to the "Investee" hereinafter referred to as the "Investments".

1.2. According to the laws of and for execution of agreement such as this Agreement under the laws of (Country of Investment) , the subject of this Agreement is a joint investment agreement of the Parties, which will be connected with creation of new legal entities to support the activities and objectives of the Investee (Party B) and on the directions illustrated earlier in the RECITAL section in this Agreement.

1.3. The contracting "Parties", in order to strengthen bilateral friendly international relations are intending to cooperate in the mentioned project(s)

2. JOINT ACTIVITIES OF THE PARTIES:

2.1. We, the undersigned Parties, hereby with full legal and corporate responsibility, confirm that Investor is ready, willing, and able to provide the investment funds, and the Investee is ready to receive /invest the funds at the mutually agreed terms and conditions hereof.

2.2. For realization of the investment programs the Parties agree the investment should be calculated in Pound Sterling/Euro/US Dollar currencies only during validity hereof according to the schedule fixed by the Parties, agreed currency amounts and tranches which are reflected in additional agreements hereto. The Parties can extend kinds and spheres of investment activity and if necessary, make the Additional agreements.

2.3. Addendum and changes may be made to this Agreement by mutual agreement of the Parties, which are to be formed by separate protocols, which, after the signing of "Parties", are considered as integral part hereof.

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3. RIGHTS AND DUTIES OF THE PARTNERS:

3.1. Party A and Party B for the purposes of fulfilment hereof:

3.1.1. Develop investment activity for disclosed economic and technical projects.

3.1.2. Conclude agreements, and other agreements necessary for realization of their investment programs.

3.1.3. Provide each other with all necessary legal, financial and other documents, related to the fulfilment hereof.

3.1.4. Carries out the project activity to fulfil the investment programs, make debt liquidation on all kinds of expenses, payment of services, transfers facilities for payment of salaries and other types of rewards cover all kinds of charges.

3.1.5. Attract other legal entities and individuals for the fulfilment of their investment programs under the present Agreement at their sole decision.

3.1.6. Are to provide each other with necessary assistance. Are to follow and observe the terms and conditions hereof. Are obligated to keep confidential all business and commercial information related to implementation hereof.

3.1.7. Can invest additional investments during the validity period of the present Agreement not in conflict herewith, and also can Carry out reinvestment in primary investment projects and other investment and reinvestment objects.

3.2 The Party A for the purposes of fulfilment hereof:

3.2.1. Concludes all agreements and release the agreed investment amount for the investment.

3.2.2. Provides Party B with all necessary financial and other documents, related to fulfilment hereof.

3.2.3. May increase its investment during validity of this Agreement

3.2.4. Attracts other legal entities and individuals for realization of investment programs under present Agreement provided that those entities or individuals are not blacklisted.

3.3 The Party B for the purposes of fulfilment hereof:

3.3.1. Develops the directions of investment activity with its economic and technical expertise and contacts

3.3.2. Concludes contracts, and other agreements necessary for realization of its investment programs.

3.3.3. Acquires all necessary licenses for conducting the investment programs.

3.3.4. Provides Party A with all necessary financial update and other documents, related to fulfilment Hereof

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3.3.5. Carries out economic activity to fulfil the investment programs, makes debt liquidation on all kinds of expenses, payment of commodities and services, transfers facilities for payment of salaries and other types of rewards and all kinds of charges.

4. TOTAL VOLUME OF INVESTMENTS/DESCRIPTION OF INSTRUMENTS:

INVESTMENT AMOUNT:	(__,000,000.00) _____ MILLION (U. S. DOLLARS)
DELIVERY:	WIRE TRANSFER
DURATION OF PAYMENT:	As per the Investment - Payment Plan
DURATION OF INVESTMENT:	Ten (10) YEARS
NET PROFIT SHARING:	PARTY A – 40% / PARTY B -60% as per Annex B -Repayment Schedule

Now therefore in consideration as herein set out and in consideration of the understanding, as well as of here good valuables purposes, the adequacy and receipt of which is hereby acknowledge by Parties as follows: Party A ready to start project financing in the volume and follows the sequence: The Party A provides Party B with funding necessary for the project(s).

5. TRANSACTION PROCEDURES:

5.1. Party B completes this Agreement alongside any compliance documents, which shall include the following: Present Agreement, with all annexes; Copy of the authorized signatory's passport and company registration documents.

5.2. Party B meets Party A's appointed officials on a scheduled date and location (To Be Agreed upon) to sign relevant documents for legalizing, processing and release investment amount into Party B's bank account.

5.3. Party A verifies, approves, completes and counter signs/seals this Agreement, and give copies of the whole package along with its compliance documents to Party B.

5.4. Each Party puts his Agreement in his nominated bank and notifies the other Party through its authorized official mandate. After Transmission copy SWIFT MT103 referring to main Agreement No.: _____, Transaction Code: _____.

Party B is required to be relatively quiet and maintain top confidentiality with this process because of the relevant laws governing on unsecured loans and non-collateral bank (Wire) going out of the financial sector.

6. CONFIDENTIAL INFORMATION AND SECURITY:

6.1. In connection with present Agreement, the Parties will provide each other with the information concerning the designated fiduciary banks originating in writing by each Party and designated as confidential, which the Parties hereby agree to treat as "confidential information". The Parties understand and agree that any confidential information disclosed pursuant to this Agreement is secret, proprietary and of great value to each Party which value may be impaired if the secrecy of such information is not maintained.

6.2. The Parties further agree that they will take reasonable security measures to preserve and protect the secrecy of such "confidential information" and will hold such information in trust and not to disclose such information, either directly or indirectly to any person or entity during the term of this Agreement or any time following the expiration or termination hereof; provided, however, that the Parties may disclose the confidential information

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to an assistant, agent or employee who has agreed in writing to keep such information confidential and to whom disclosure is necessary for the providing of services under this Agreement.

6.3. Separate introductions made through different intermediary chains may result in other transactions between the Parties will not constitute a breach of confidential information, provided such new chains were not created for purposes of circumvention of the first introducing chain. Copy and paste signatures are not allowed.

6.4. Unauthorized bank communication: Neither Party is allowed to contact the bank of the other Party without the written authorization for that of the Party Whose bank is to be contacted. Any unauthorized contact act of either Party of this Agreement is considered as a breach of this Agreement and shall cause this Agreement immediate cancellation, and transaction becomes null and void.

7. CODES OF IDENTIFICATION:

Parties agree that all documents related to the transactions bear codes listed on page 01 of this Agreement and that said codes remain unchangeable within this Agreement duration, including all rollovers, extensions and additions unless both parties agree in writing.

8. COMMUNICATION:

8.1. Communication with banks will be limited to those between the Investor's bank and Investee's bank and only by between authorized bank officers/representatives, including principals of the Investor and the Investee, in the course of completion of this transaction. No communication by any other party is permitted without prior written consent of the named account holders.

8.2. Any notice to be given hereunder from either Party to the other shall be in writing and shall be delivered by fax to the telefax number or by e-mail to e-mail address of the respective Party as provided herein. The Parties agree that acknowledged e-mail or telefax copies are treated as legally binding original documents. E-mail copies, scanned and sent on e-mail as photo, of this Agreement and exchange of correspondence duly signed and/or executed shall be deemed to be original and shall be binding and are regarded as original and good for any legal purpose.

8.3. EDT-Electronic Document Transmittal & Counterparts: This Agreement may be executed in multiple copies at different times and places, each being considered an original and binding. All facsimile/electronic transmittal/communications, including electronic signature, relating to this Agreement and which are mutually accepted by the Parties, shall be deemed legally binding and enforceable documents for the duration of the transaction. And as applicable, this Agreements shall: Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001); Electronic Commerce Agreement (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT); All electronically submitted documents shall be subject to the European Community Directive No. 95/46/EEC, as applicable.

9. VALIDITY:

Once this Agreement is signed, the first transaction of list of transactions shall begin within five (5) to seven (7) banking days from Signature of this Agreement, excluding Saturdays and Sunday and any bank holidays, unless the parties agree in writing to extend.

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10. FULL UNDERSTANDING:

10.1. Latest edition/signature of Agreement, executed by each Party in originals, represents the full understanding between Parties and supersedes all other undertakings, whether verbal or written. All statements and representations are made without any omission of material fact and legal responsibility under penalty of perjury.

10.2. Parties hereto accept that should the present Agreement partially or in full be found invalid or unenforceable pursuant to judicial decree or by virtue of any international regulations related to bank confirmation of DOLLAR validity, Agreement shall be reconstructed upon mutual consent and agreement of both Parties to this Agreement.

10.3. Until the physical exchange of original hard copies, the acknowledged fax and/or e-mail copies of this Agreement shall be deemed original unless it is titled as Draft. The commission payable under this Agreement is to be distributed in accordance with the applicable law.

11. ASSIGNMENT:

With the signed written Agreement of both parties, each Party may assign this Agreement or its total or partial performance hereof to any other party which assumes obligations of the assigning Party under the terms of the assignment. Formal notice of the assignment shall be rendered to the other Party to this Agreement expressly indicating there on the assignee's full contact particulars.

12. TERMS OF AGREEMENT:

This Agreement is a full recourse commercial commitment enforceable under the laws of the _____. And, said laws shall govern the interpretation, enforceability, performance, execution, validity and any other such matter of this Agreement, which shall remain in full force and effect until completion of the said transaction and it is legally binding upon the Parties signatories, their heirs, successors and assigns, agents, principals, _____s and all associated partners involved in this Agreement / contract / transaction.

13. LAW AND ARBITRATION:

13.1. This Agreement is a full recourse commercial commitment enforceable under the laws of jurisdiction of countries where this transaction is effectuated, and any dispute is to be resolved under the ICC rules for arbitration, unless Injured Party takes legal action in a court of jurisdiction. The laws of the _____ shall govern the interpretation, construction, enforceability, performance, execution, validity and any other such matter regarding this Agreement.

13.2. The Parties hereto acknowledge and agree that any discrepancy and/or dispute in application of this Agreement will be solved amicably if possible. If it is not possible, the arbitration procedure is to be followed.

13.3. This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws of jurisdiction, ordinances, rules and regulations. If any provision of this Agreement is considered invalid or unenforceable, then, the reminder part of this Agreement shall not be affected (if agreeable by both Parties) and shall be enforced to the greatest extend permitted by law.

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14. PENALTY CLAUSE FOR NON-PERFORMANCE:

14.1. Should a Party fail to perform in this Agreement, Any claim must be first proven by the Injured-Party and invoice settled by the Party-in-Default with 10 (ten) calendar days, or else Injured-Party can file a legal claim against Party-in-Default in any court of jurisdiction of their choice.

14.2. Both Parties are allowed to make a claim under this Agreement, Any claim must be first proven by the Injured-Party and invoice settled by the Party-in-Default within 10 (Ten) calendar days, or else Injured-Party can file a legal claim against Party-in-Default in any court of jurisdiction of their choice.

Furthermore, we, the undersigned Parties, hereby swear under the applicable laws governing fraud that the information provided by us herein is accurate and true, and by affixing our signatures / initials/seal to this Agreement, each Party attests that its banking officers are fully aware of, have approved and are ready to proceed with this transaction.

INVESTEES DETAILS AND SIGNATURES

INVESTEES

COMPANY NAME : _____
REPRESENTED BY : _____
BANK NAME : _____
BANK ADDRESS : _____
ACCOUNT NUMBER : _____
BRANCH NUMBER : _____

Subsequent investments will be coordinated by a separate annex and to be added to this Agreement, which will form an integral part to it.

ELECTRONIC DOCUMENT TRANSMISSIONS.

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Agreement. As applicable, either Party may request hard copy of any document that has been previously transmitted by electronic mean, provided however, that any such request this Agreement shall in no manner delay the parties from performing their respective obligations and duties under this Agreement.

ADDENDUM:

15. – AGREEMENT TERM

15.1 This Agreement shall become effective only on the date that the total Investment Fund is transferred, entered and availed into the account of the Investee (Party A) and shall be valid for 10 (Ten) full consecutive years from receiving all payments in full as per Payment Plan.

15.2 Afterwards, this Agreement shall be renewed by written consent of all parties for equal period(s), unless previously terminated by either Party 03 (three) months prior to the expiration of any of the following renewal period(s).

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15.3 Any termination of this Agreement shall not impair any rights or remedies of any Party hereto neither accrued prior to the termination nor relieve any Party of its obligations accrued prior to such termination.

15.4 The proof of transfer should be obtained from the receiving bank of Party B, as evidence that the money has been received by the Party B to identify the validity and starting date of this Agreement.

15.5 Party B will make the first net profit payment when funds are available therefore in the year 2022.

15.6 The Agreement will be signed by the Party B and the Party A's designated official.

15.7 The Party B will have to receive the Investment Fund by wire transfer immediately after having the Agreement signed by both Parties for sealing and making it enter into force.

15.8 The Parties have agreed on sharing net profit on 40% 60% (Forty percent for the Party A and Sixty percent for Party B.)

15.9 It has been agreed that the Investment Fund provided is for investment only and does not entitle Party A to any rights in Party B's companies or activities; moreover Party A is not allowed to interfere at any time with Party B's management or claim any right to do so as except as provided expressly in this Agreement.

Both Parties have agreed that the profit generated by this investment or any other activities of Party B is the sole right of the Party B and Party A have no rights whatsoever to claim any profit even if it has been generated through the support of Party A except as provided expressly in this Agreement unless it has been pre-agreed by both Parties in writing.

16 – EXPIRATION AND CANCELLATION

16.1 This Agreement shall expire as provided hereon. It may also be terminated by either Party for any of the following reasons and conditions.

16.1.1 The expiry of the period of the agreement unless agreed upon its renewal.

16.1.2 The unanimous decision of both Parties to cancel this Agreement at the terms and conditions agreed and specified at that particular time in writing.

16.1.3 If Party B fails to pay the profit share agreed to Party A for two (2) consecutive years.

16.2 Anyone of the Parties could cancel the agreement after settling its liabilities to the other Party in the Following way:

16.2.1 If Party A wishes to cancel at any time it should pay to the Party B the following amount:

16.2.1.1 For cancellation in any of the first 2 (two) years a 50% (Fifty percent) of the total Investment Fund provided will be deducted from the fund on the date of returning the Investment Fund in addition to the current year profit (to be deducted) by Party B. And For Cancellation after receiving the 1st Payment and before completing the full Investment fund agreed upon in this Agreement will be considered cancellation in first 2 (Two) years and the same clause applies to the amounts received only by Party B.

16.2.1.2 For cancellation before the end of the Agreement a 25% (Twenty Five percent) of the total Investment Fund provided, where it will be deducted from the fund amount on the date of returning in additional to the current & previous year's profits (to be deducted) by Party B.

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16.3 Party A has the full rights to terminate the Contract without any penalty or deduction if Party B fails to pay the agreed profit for 02 (two) consecutive years.

16.4 Party B can terminate this Agreement at any time by paying back the Investment Fund in additional to 10% (Ten percent) of the total fund or last year profit, whichever is higher.

16.5 Furthermore, this Agreement will be terminated in the event either Party ceases activities, liquidates or dissolves itself, demands a moratorium involving a large part of its assets, ceases to make payments, declares bankruptcy, is declared in judicial adjustments or liquidation or become the object of any similar procedure, becomes the object of a judgment ordering it to cease activities, has its assets seized or has trustee or receiver appointed.

16.6 At the natural end to the ten-year term under this Agreement, and providing the Agreement has not been terminated early by either party, then Party B shall pay to Party A a figure calculated on the following basis:

16.6.1 First the total amount of profit paid to Party A during the full term shall be calculated.

16.6.2 The said sum shall then be deducted from the figure of the initial Investment amount plus 20%.

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INVESTOR

SIGNED FOR AND ON BEHALF OF PROVIDER:

For and on behalf of:

.....
Authorized Signature.

Title: ATTORNEY- PHILLIPS GANDY

For: KIRSTEN NEMATANDANI

Passport No.: A02134377

Issued Place: SOUTH AFRICA

Issue Date: 22nd Oct 2012

Expiry Date: 21st Oct 2022

INVESTEE

SIGNED FOR AND ON BEHALF OF RECEIVER:

For and on behalf of

.....
Authorized Signature

Title: _____

Passport No.: _____

Issued Place: _____

Issue Date: _____

Expiry Date: _____

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ANNEX A Payment Plan

#	Payment Value – U.S. Dollars	Required Time to Wire
1 st		
2 nd		
3 rd		
Total		

ANNEX B Repayment Schedule

#	Provisional Overall Net Profit “NP”	Party A Share Amount	Required Time to Wire
1 st Year NP	0.00	0.00	
2 nd Year NP			Each Year Profit Share will be paid first week in _____ in Following Year*
3 rd Year NP			
4 th Year NP			
5 th Year NP			
6 th Year NP			
7 th Year NP			
8 th Year NP			
9 th Year NP			
10 th Year NP			

Total NP Expected to Be Paid by Investee (Party B) to Investor (Party A) for the term of the Agreement		
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**Each calendar year ends December 31st, yet financials to be finalized by April 30th in the following year, then Net Profit will be finalized, and Party A's share will be paid accordingly.*

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INVESTOR'S PASSPORT

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INVESTEE'S PASSPORT.

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TH JANUARY, 2020

INVESTEE'S CERTIFICATE OF INCORPORATION

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TH JANUARY, 2020

*****END OF DOCUMENT*****

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